

**CASCADE COUNTY**

**REQUEST FOR PROPOSAL FOR**

**24/7 SOBRIETY PROGRAM**

**April 2019**

**REQUEST FOR PROPOSAL FOR  
24/7 SOBRIETY PROGRAM  
CASCADE COUNTY, MONTANA**

**Title:** 24/7 Sobriety Program, Cascade County, Montana

**Issue Date:** April 2019

**I. INTRODUCTION, BACKGROUND, & PURPOSE.**

In 2011, the Montana Legislature adopted the Montana 24/7 Sobriety and Drug Monitoring Program Act ("24/7 Sobriety Program") to strengthen pretrial and post-trial options available to prosecutors and judges in responding to repeat DUI offenders or other repeat offenders who commit crimes in which the abuse of alcohol or dangerous drugs was a contributing factor in the commission of a crime. The 24/7 Sobriety Program authorizes a court to require twice daily testing for the presence of alcohol and drugs or when twice daily testing is impractical, transdermal alcohol monitoring or testing by other methods approved by the Montana Department of Justice. The Cascade County Sheriff's Office desires to participate in the 24/7 Sobriety Program by designating a Contractor to administer the 24/7 Sobriety Program services. The purpose of this Request for Proposals ("RFP") is to request proposals for consideration.

**II. SCOPE OF WORK AND SERVICES TO BE PROVIDED.**

The Respondent must be willing and able to provide the following specified services, tasks or work products:

- Operate a program which provides breath testing twice daily at 12-hour intervals. Twice daily breath testing hours of operation will be between the periods of 07:00 a.m. and 09:00 a.m. and 07:00 p.m. and 09:00 p.m.
- Operate 365/366 days a year, including holidays.
- Provide space for testing participants within the Great Falls city limits.
- Enroll participants using the Montana Department of Justice forms.
- At the Respondent's expense, require staff to attend any training the Cascade County Sheriff's Office and *Intoxilyzer* determines is required and maintain current training records/standing.
- Use "IntoxiTract" software system for tracking participants.
- Provide and use portable breath tests from *Intoxilyzer*.
- Provide supplies for equipment (i.e. breath tubes, calibration tank, etc.).
- Keep all equipment calibrated and up-to-date.

- Provide copies, postage, office supplies at Respondent's expense.
- Report violation within 72 hours to appropriate Cascade County or Great Falls City Attorney's Office.
- Be available to testify in court regarding 24/7 Sobriety Program violations.
- Work with the Cascade County Sheriff's Office to take 24/7 Sobriety Program violators into custody.
- Comply with all Montana laws, rules, regulations, and ordinances as they relate to the 24/7 Sobriety Program.

### **III. PROPOSAL CONTENT.**

All proposals should be concise and clear and should convey all the information requested by Cascade County. Emphasis should be on completeness and clarity of content. The successful response will demonstrate the Respondent's ability to comply with Montana Department of Justice recordkeeping and timely notification of violations, and demonstrated program administration experience.

It is requested the following section headlines are used in response to this RFP:

- Statement of Qualifications
- Understanding of the Project
- Treatment of the Issues
- Staffing Pattern
- Cost of Proposed Service Administration
- Appendix

#### **A. Statement of Qualifications.**

Each Respondent must demonstrate its organization's competence, qualifications, and ability to perform the services requested in this RFP. Requested information shall include (1) business entity's legal name, address, and telephone number; (2) the principle(s) of the business entity, their experience and qualifications; (3) experience and qualifications of the staff to be assigned the work; (4) description of the business entity's prior experience, including any similar services provided, size of community, average daily participant numbers, location, and total service cost; (5) references; (6) past experience assisting law enforcement taking violators into custody.

Each Respondent must provide a copy of and maintain all necessary licenses, accreditations and certifications in accordance with the Montana laws, rules, regulations and ordinances.



**B. Understanding of the Project.**

The Respondent shall address how the requirements will be satisfied as outlined in section II above and provide a brief narrative on their theoretical orientation of the proposed services. Respondent should reference any relevant research and/or past experience with the work defined.

**C. Treatment of Issues.**

In this section, Respondent may comment on any of the issues within the Request for Proposal, including suggestions on alternative approaches or services offered.

**D. Staffing Pattern.**

Respondent must identify key member(s) of the staff who will participate in administering the program and the nature and scope of that person's responsibilities and duties. The Respondent must demonstrate how staffing will be sufficient and competent to complete the services required.

**E. Cost of Proposed Service Administration.**

All service costs associated with the 24/7 Sobriety Program are paid by the offender directly to the Contractor in the amounts set forth in the *24/7 Sobriety Program Cost Sheet* contained herein as Exhibit A.

**F. Appendix.**

Respondent should include in the appendix any additional information or materials which may be helpful to explain or evaluate the proposal.

**IV. EVALUATION OF PROPOSALS**

Evaluation of proposals will be conducted by the Cascade County Board of Commissioners, the Cascade County Sheriff's Office, and the Cascade County Attorneys Office. In reviewing and evaluating proposals, Cascade County will use the following evaluation factors listed below in the order of their respective importance:

1. Conformance to the requirements of this solicitation;
2. Qualifications and experience;
3. Experience with the target population;
4. Capacity to perform the work;
5. Program cost;
6. References; and
7. Past performance including outcome data.

Each Respondent who submits a proposal may make an oral presentation to Cascade County to provide an opportunity for the Respondent to clarify the proposal and ensure mutual understanding. Respondents may NOT change their original proposal submission.

## **V. BASIS FOR AWARD.**

An award resulting from this RFP shall be awarded to the Respondent whose proposal is determined to be most suitable to administer the 24/7 Sobriety Program services based on the evaluation factors set forth herein.

## **VI. CONTRACTUAL REQUIREMENTS**

The successful Respondent, hereafter referred to in this section as "Contractor," will be required to enter and sign a formal contract with Cascade County subject to the following terms and conditions:

### **A. Length of Contract.**

The RFP shall become part of the contract and the contract will be in effective for the duration of a one-year contract period beginning from the date all parties sign the contract. The contract will renew automatically each additional year unless written notice of termination is provided by either party at least one hundred twenty (120) days prior to the expiration of the then existing term.

### **B. Background Checks.**

All employees and agents of the Contractor providing the above described 24/7 Sobriety services shall be subject to background checks. The background check may include, but is not limited to, a reference check, criminal history check and active warrant check. The arrest and/or charging with a criminal act, including misdemeanors, may result in such staff being barred from working in the 24/7 Sobriety services program.

### **C. Location.**

Contractor will be required to travel within Cascade County and it is the responsibility of the Contractor to provide a facility location at the Contractor's discretion and in downtown Great Falls with access to the public bus transportation service. Additionally, the Contractor will be required to perform services via telephone, electronic mail, or at such other places as necessary to carry out the services for the 24/7 Sobriety Program.

### **D. Minimum Contract Terms.**

The agreement will contain, at a minimum, the following provisions:

#### **1. Insurance and Workers' Compensation.**

Contractor shall be required to maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. Contractor shall be required to provide professional liability insurance.

Contractor shall purchase and maintain automobile occurrence coverage with combined single limits for bodily injury, personal injury and property damage of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) in aggregate per year to



cover such claims as may be caused by any act, omission, or negligence of the Contractor, and its employees, agents, representatives, successors, assigns or subcontractors.

In accordance with MCA §§ 39-71-401 and 39-71-405, Contractor agrees to provide workers' compensation insurance for its employees while performing work under this Agreement. Contractor shall provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of the contract.

All insurance policies required must be from an insurance carrier licensed to do business in the State of Montana. Contractor agrees to furnish proof of required insurance to Cascade County prior to commencing work under this Agreement. Cascade County must be listed as an additional insured on the general liability insurance certificate for this Agreement unless otherwise specified by Cascade County.

## **2. Compliance with Laws and Non-Discrimination.**

The Contractor agrees all hiring must be on the basis of merit and qualifications, and not discriminate against any person who performs work thereunder because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. Further, the Contractor agrees to comply with all federal, state, and local laws, rules and regulations, including but not limited to, the Americans with Disabilities Act.

## **3. Choice of Law.**

The Contractor and Cascade County agree that jurisdiction and proper venue exist in the Eighth Judicial District, Cascade County, Montana located in Great Falls, Montana. This Agreement will be construed under and governed by the laws of the State of Montana.

## **4. Taxes.**

In the event the Internal Revenue Services ("IRS") should determine the Contractor is, according to IRS guidelines, an employee subject to withholding and social security contributions, Contractor shall acknowledge that all payments to Contractor are gross payments and Contractor is responsible for all income taxes and social security payments received prior to such IRS determination.

## **5. Termination of Contract.**

This Agreement may be terminated by either party unilaterally by giving notice of termination in writing at least one hundred twenty (120) days prior to the date of the intended termination.

## **6. Records.**

Contractor shall maintain sufficient records incidental to the performance of this Agreement to enable Cascade County to document the performance of the Agreement. Contractor shall allow access to those records by the Cascade County Sheriff's Office, the County Attorney's Office, and the County Auditor, any independent auditor employed by Cascade County and to representatives

of the state or federal government. Records shall be retained for at least seven (7) years after expiration or termination of the Agreement.

#### **7. Public Access to Information.**

Contractor acknowledges that the County is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety. The parties agree to confer prior to disclosure of information relating to this Agreement and its performance which may include protected information.

#### **8. Sovereign Immunity.**

Cascade County, and any of its respective divisions of local government, acting through the Cascade County Board of Commissioners does not waive governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to them as a local governmental entity under MCA § 2-9-111 and all other state laws.

#### **9. Indemnification.**

The Contractor shall defend, indemnify, and hold harmless Cascade County, its officers, agents, employees, successors, and assignees from all claims, liabilities, causes of action or judgments, including the costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the Contractor, its employees, agents, successors, and assignees.

Cascade County shall defend, indemnify, and hold harmless Contractor, its employees, agents, successors, and assignees from all claims, liabilities, demands, cause of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Cascade County, its officers, agents, employees, successors, and assignees.

#### **10. Severability.**

If any part of this Agreement is hereafter held to be void, illegal, or unenforceable, the validity of the remaining portions or provisions will remain in effect.

### **VII. SCHEDULE.**

The following outlines the proposed timing of responses; however, Cascade County reserves the right to modify the dates as necessary. Any changes will be issued in addendums to this RFP.

- April 5, 2019: RFP released on Cascade County website.
- April 12, 2019, 9:00 a.m. MDT: Non-mandatory pre-bid question and answer conference in the County Commission Chambers, Room 111, Courthouse Annex, 325 2<sup>nd</sup> Avenue



North. The pre-bid meeting will be conducted by the Sheriff's office and the Board of County Commissioners.

- April 19, 2019: Last day to submit written questions.
- April 26, 2019, at 5:00 p.m. MDT: Deadline for submission of six (6) hard copies of proposal plus one (1) electronic copy in .pdf or Microsoft Word file format the Board of County Commissioners, see instructions and address below.
- Week of May 6-10, 2019: Interviews with selected Respondents.
- May 17, 2019: Approval and award of contract by the Board of County Commissioners.

#### **VIII. RESPONDENT'S INSTRUCTIONS.**

- A. Respondents should direct all questions to:

**Sheriff Jesse Slaughter or Undersheriff Cory Reeves**  
**Cascade County Sheriff's Office**  
**3800 Ulm North Frontage Road**  
**Great Falls, MT 59404**  
**(406) 454-6820**

Email: [jslaughter@cascadecountymt.gov](mailto:jslaughter@cascadecountymt.gov)  
[creeves@cascadecountymt.gov](mailto:creeves@cascadecountymt.gov)

- B. Respondents are only to direct questions in writing to contact list above. No contact is to be had with the Board of Commissioners.
- C. By April 26, 2019, at 5:00 p.m. MDT, proposals must be received in a sealed envelope marked on the outside with "RFP 24/7 Sobriety Program," and addressed to:

**Board of Cascade County Commissioners**  
**Room 111, Courthouse Annex**  
**325 2<sup>nd</sup> Avenue North**  
**Great Falls, MT 59401**

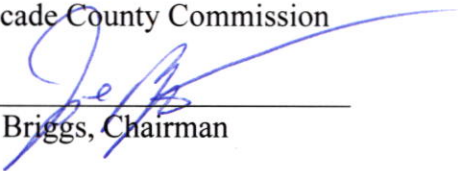
#### **IX. DISCLAIMERS.**

- A. Cascade County reserves the right to reject all proposals, to negotiate individually with the proposers, and to select a respondent based upon the best interests of Cascade County, which best interests may be based exclusively upon pricing.
- B. Cascade County reserves the right to withdraw the RFP at any time at its sole discretion. Further, Cascade County reserves the right to amend the RFP to correct errors or oversights, or to supply additional information as shall become available, at any time prior to the opening of responsive submissions.



- C. Cascade County reserves the right to eliminate any mandatory, non-material specification or requirements that cannot be met by any of the prospective respondents.
- D. Cascade County reserves the right to request and require clarification at any time during the procurement process and/or require correction of mathematical or other apparent errors and/or to determine a respondent's compliance with the requirements of the RFP.
- E. This RFP does not commit Cascade County to the award of a contract, nor to pay any cost incurred in the preparation, submission or presentation of proposals in anticipation of a contract. Cascade County reserves the right to reject all proposals, portions of proposals or subconsultants/team members, to further modify the scope of work and/or negotiate further with respect to the proposal or to select the firm which in Cascade County's sole judgment provides the best overall proposal with respect to qualifications, experience, financial proposal and staffing abilities.
- F. Nothing in this RFP shall constitute or be construed to create a partnership or joint venture between Cascade County, its officers, employees, agents, representatives, successors, or assignees and the Respondent, its officers, employees, agents, representatives, successors, or assignees. Neither Respondent nor Respondent's employees shall be deemed to be employees of Cascade County.

Cascade County Commission

  
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Joe Briggs, Chairman

Attest:

  
\_\_\_\_\_  
Jesse Slaughter, Sheriff

Published: 4/7/19, 2019.

**END OF RFP**

## **EXHIBIT A**

### **24/7 SOBRIETY PROGRAM COST SHEET**

SERVICES	COST
PAST Test	\$2.00 per day
SCRAM	\$9.00 to \$9.50 per day
PharmChem Drug Patch	\$65.00 per patch with a one-time \$50.00 administrative fee.
UA Program	Cost is dependent on test performed. Most tests will range between \$15.00 to \$25.00. If UAs cannot be provided by Contractor, a referral option will be utilized for a local UA company to perform and report results to the Contractor.